

Section 1(a). Accrual of Sick Leave. Staff shall accumulate 8 hours of sick leave per month, at full pay. Sick leave accumulations will be prorated for part-time staff.

Section 1(b). Notice Requirements. A staff person who must use sick leave is required to notify the Organization regarding his/her intended absence as soon as possible, but in no event later than 8:30 a.m. on the day the absence is to occur. Staff who have advance knowledge of their need to take sick leave (such as, for example, for annual checkups or previously scheduled doctor's visits) must provide the Organization with as much notice as is practical and, if possible, three (3) days notice of the intent to take leave.

Section 1(c). Holiday. When a staff member is sick on a holiday the absence will be recorded as holiday leave, not sick leave.

Section 1(d). Certification Requirements. The Organization reserves the right to require certifications for illnesses lasting longer than three days, and to require a release to return to work, in accordance with the provisions of the FMLA.

Section 1(e). Until he or she has exhausted accrued sick leave, a staff member shall not use or substitute any other leave for an absence that qualifies for sick leave. When a member of staff who has exhausted accrued sick leave has an absence that would otherwise qualify for sick leave, accrued paid leave will be substituted in the following order: (1) flex time, (2) personal leave, and (3) vacation leave, unless the staff member specifies a different order in writing on or attached to the pertinent time sheet.

ARTICLE 22

OTHER HEALTH & PREGNANCY-RELATED LEAVE

Section 1. Leave Policy - General. Employees who meet the Organization's eligibility requirements may qualify for statutory Family and Medical Leave, Catastrophic Leave, or Extended Leave. Employees may also qualify for the Organization's Sick Leave Pool under certain circumstances. Eligibility requirements and procedures for requesting leaves are summarized below.

Section 2. Family and Medical (FMLA) Leave. The parties' intention is to comply with the the Family and Medical Leave Act of 1993 ("FMLA"), 29 U.S.C. §§ 2601 *et seq.*, and to exceed the requirements of the FMLA where the provisions of this Section (FMLA Leave) clearly do so. It is the intention of the parties that the interpretation of the provisions in this Section (FMLA Leave) be governed by the statute, regulations and decisions under the FMLA, including the notice provisions, regardless of whether an employee is a "covered employee" under the FMLA. In the event an employee becomes a "covered employee" during the term of this Agreement, the FMLA Leave under this Agreement is to be concurrent with, and not in addition to, any statutorily required FMLA leave. Any (non-probationary) employee may apply for, or be placed on FMLA leave for up to 12 weeks within any 12-month period, for the following reasons:

- (1) because of the birth, or placement for adoption or foster care, of a son or daughter ("parental leave"); or
- (2) in order to care for an employee's spouse, domestic partner in role of spouse, child, or parent ("family member") who has a serious health condition; or
- (3) because of the employee's own serious health condition, if that

condition renders the employee unable to perform the functions of his/her position.

The 12-month period is a rolling period measured backward from the date the employee uses FMLA leave.

Section 2(a). Duration of Leave. An employee may take FMLA leave for any of the above reasons, or a combination thereof. However, the total of all combined FMLA leaves may not exceed 12 weeks within a 12-month (rolling back) period. If a husband and wife are both employed by the Organization, then they will be limited to a combined total of 12 weeks of FMLA designated leave within any 12-month period, if the leave is for the birth or placement of a child, or to care for a sick parent.

Employees who exhaust their FMLA leave (whether paid or unpaid — as provided in this Section 2(b) below), yet require additional time off from work for their own serious health condition, or that of a family member, may nevertheless be eligible for other paid leave or to apply for unpaid Extended Leave, as provided below. Nothing contained in this paragraph limits employees' rights to other earned leave under this Agreement.

Section 2(b). Concurrent Use of Paid Leave. Concurrent with FMLA leave, the employee must use applicable paid leave accrued under this Agreement. If paid leave is exhausted before the expiration of FMLA leave, the balance of the FMLA leave will be unpaid. The applicable paid leave and the order of use is as follows unless otherwise requested by the employee, and the Executive Director, in his/her sole discretion agrees otherwise in writing:

During FMLA Parental Leave:

- (1) Eligible employees who have been employed with the

Organization for *less than 2 years* will receive pay for their first 2 weeks of parental leave .

- (2) Eligible employees who have been employed with the Organization for *more than two years, but less than three years*, will receive pay for their first 4 weeks of parental leave.
- (3) Eligible employees who have been employed with the Organization for *three or more years*, will receive pay for the first six weeks of parental leave.
- (4) Eligible employees shall then be required to use concurrently with any remaining FMLA parental leave accrued flex time, personal leave, and vacation but are not required or permitted to use sick leave, sick pool leave, or catastrophic leave for parental leave purposes.
- (5) Timing of Parental Leave. FMLA parental leave, for the birth or placement of a child, must be taken within 12 months after the birth or placement of the child, and can only be taken in consecutive weeks. Requests for parental leave on an intermittent basis or reduced work schedule will be permitted only upon approval in writing by the Organization, at its sole discretion. The Organization's approval, however, is not needed for intermittent leave if the newborn has a serious health condition or the mother has a serious health condition related to birth. If intermittent leave, or a reduced work schedule is permitted, such leave must not exceed 24 consecutive workweeks. Employees requesting parental leave must comply with the notice, scheduling

and other requirements set forth below.

During FMLA Leave For A Serious Health Condition:

Eligible employees shall be required to use paid leave concurrently with FMLA leave, in the following order: (1) accrued sick leave, (2) all other accrued paid leave (such as flex time, personal leave, and vacation leave), (3) sick pool leave and (4) catastrophic leave.

Section 2(c). Leave for a Serious Health Condition. When medically necessary, due to the serious health condition of a family member or the employee, FMLA leave may be taken for consecutive weeks, intermittently or through a reduced work schedule, provided the employee submits an acceptable schedule to the Organization and complies with the notice, certification, scheduling and other requirements set forth below.

Section 2(d). Notice Requirements. An employee requesting FMLA leave must provide the Organization with at least 30 days notice if the need for leave is foreseeable. If 30 days notice is not practicable, then the employee must provide as much notice as is practicable. If the leave is foreseeable and for planned medical treatment of a serious health condition of the employee or a family member, the employee must make a reasonable effort to schedule the medical treatment so as not to disrupt the Organization's operations. Further, if the employee requests leave on an intermittent basis or requests a reduced work schedule, due to the foreseeable and planned medical treatment of the employee or a family member, then the Organization may transfer the employee to an alternate position with equal pay and benefits, during the leave, that better accommodates the employee's intermittent and recurring leave. Such transferred employees are entitled to reinstatement as stated in this

Section 2(g) below.

Section 2(e). Certification Requirements. If leave is requested because of a family member's, or an employee's own serious health condition, the employee must provide the Organization with a certification from a doctor or health care provider that states the medical facts that support the doctor's certification of a serious health condition; probable duration of the condition; if leave is required because of the employee's own condition, whether the employee is able to work; and if medical leave is required so that an employee can care for a family member with a serious health condition, whether the patient requires assistance for basic medical needs, personal needs, safety, transportation, or psychological comfort. A sample certification form will be available to employees through the Organization.

The Organization may require (at its expense) that the employee obtain a second opinion from a doctor or health care provider designated by the Organization. If the opinion of the employee's and Organization's designated health care provider differ, the Organization may also require (at its expense) a third opinion by a mutually agreeable doctor or health care provider.

The Organization may also require that an employee provide recertifications on a reasonable basis from a doctor or health care provider during the leave, as well as a certification that the employee is able to return to work upon completion of the leave.

Section 2(f). Benefits During Leave. Though employees will continue to accrue benefits while taking paid leave (including workers compensation), they will not accrue benefits while taking any unpaid FMLA (or other unpaid) leave. Employment benefits accrued prior to commencing any leave will not

be forfeited. Coverage under the Organization's health care plan (if applicable) will remain in effect during a FMLA leave. Therefore, if an employee was responsible for paying a portion of the premium for the Organization's health care plan before commencing leave, then he/she must arrange for payment of that premium portion during the FMLA leave in order for coverage to continue.

If, at any time prior to the end of the applicable leave period, the employee notifies the Organization that he/she will not be returning to work, the Organization shall cease paying the monthly health insurance premiums, and shall notify the employee that he/she has become eligible for benefits under COBRA in accordance with applicable law.

Section 2(g). Reinstatement. If an employee's absence on FMLA leave does not exceed 12 weeks during a 12-month period, the Organization will reinstate the employee from the FMLA leave to his/her former position, with equal pay and benefits, if the employee can perform the job duties (with or without reasonable accommodation). Employees out on other accrued paid leave between 12 weeks and the maximum of whatever paid leave they have accrued (e.g. 26 weeks, 30 weeks, etc.) shall be entitled to reinstatement to the same or equivalent position.

The Organization shall mail an employee notice, addressed to the last home address provided by the employee, when the employee is on FMLA leave and the FMLA leave balance is down to ten (10) days. Employees must report to the Organization no later than the first work day following the expiration of their leave. Employees who do not report for work at that time and whose leave has not been extended by paid leave or approved Extended

Leave will be considered to have voluntarily terminated their employment. However, such employees will be eligible to reapply for future employment by submitting an application to the Organization. Employees who are on leave, and who perform work for any other employer during their leave period without prior approval of the Executive Director, will be terminated.

Section 3. Catastrophic Leave. All full-time employees will accrue 8 hours per month of catastrophic leave (at half pay), which leave may be carried over from year-to-year, up to a maximum of 400 hours (at half pay). Catastrophic leave accumulations will be prorated for part-time employees and subject to the same provisions as followed by full-time employees.

Section 3(a). Purposes of Leave. Catastrophic leave may only be used for the catastrophic illness (defined below) of an employee, an employee's spouse, an employee's domestic partner in the role of a spouse, an employee's children, or an employee's parent(s), when such children or parents live in the same household as the employee.

Section 3(b). Catastrophic Illness is a mental or physical illness or condition that:

- (1) is life threatening to the employee or to a family member as defined in Section 3(a) above;
- (2) either (i) makes the employee unable to perform their duties or (ii) makes a family member, as defined in Section 3(a) above, require full-time care; and
- (3) is expected to be on-going for a period of at least one(1) month.

Section 3(b). Prerequisites To Leave And Duration. An employee who has successfully completed his/her initial probationary period of employment

may request catastrophic leave only after all accrued sick leave, accrued flex time, accrued vacation, personal leave, and sick pool leave (if applicable) have been exhausted.

Catastrophic leave may be taken in consecutive days, intermittently or through a reduced work schedule, provided the employee obtains written approval from the Organization and complies with the notice, certification, scheduling and other requirements set forth in the FMLA.

The duration of all catastrophic leave will be limited to leave previously accrued by the employee. Employees with a catastrophic illness, who exhaust their accrued catastrophic leave, yet need additional time off from work, however, may be eligible to apply for Extended Leave, in accordance with Section 5, below.

Section 3(c). Relationship to FMLA Leave. Paid catastrophic leave will run concurrently with FMLA leave, where applicable. It *will not* be provided in addition to unpaid FMLA leave. Additionally, all notice, certification, benefits and reinstatement provisions of the FMLA will apply to all catastrophic leave provided by the Organization.

Section 4. Sick Pool Leave. The Organization shall administer a Sick Pool Leave to benefit employees who:

- (1) suffer a serious health condition or have undergone major surgery (but does not include cosmetic surgery other than as a result of illness) that renders them unable to perform the essential functions of their job for 3 weeks or more; or
- (2) have a family member (i.e., spouse, domestic partner in role of spouse, parent or child) who has a serious health condition or has

undergone major surgery that renders him/her unable to work, attend school or engage in his/her regular activities for 3 weeks or more; and

- (3) have exhausted all of their paid leave, yet require additional time off because of the employee's own serious health condition/surgery or that of the employee's family member.

Section 4(a). Donating Time. All staff are eligible to donate to the Sick Pool Leave so long as their sick leave balance after donation is 160 hours or more. Once sick leave hours are donated to the pool, those hours cannot be reclaimed by the donor. If the number of hours in the Sick Pool Leave falls below 160 hours, staff will be so informed and asked to make voluntary contributions to the pool.

Section 4(b). Single Account. Hours contributed to the pool will be placed into a single account for all eligible employees. No contributions for the benefit of a specific employee will be allowed.

Section 4(c). Procedure For Leave. Employees who have used all accrued paid leave (i.e., sick leave, vacation leave, flex time, and personal leave) may request use of leave from the Sick Pool Leave by submitting a request form to the Executive Director or the Executive Director's designee and the employee's manager.

Section 4(d). Limitations. Use of sick leave from the pool will be limited to two times per 12 month (rolling back) period, for a total of 80 hours per employee. All notice, certification, benefits and reinstatement provisions of the FMLA will apply to leave obtained from the Sick Pool Leave.

Section 4(e). Relationship to FMLA Leave. Sick pool leave will be substituted for unpaid FMLA leave, where applicable. It *will not* be provided in addition to unpaid FMLA leave.

Section 5. Extended Leave. An employee with two (2) or more years of service who has exhausted his/her FMLA leave (whether paid or unpaid) plus any additional paid leave and sick pool option (if applicable), but who requires additional time off because of that employee's own serious health condition, or to care for a family member with a serious health condition, may request unpaid Extended Leave. However, employees with two (2) to three (3) years of employment may not be granted any extended leave that would lengthen the employee's total time off beyond eighteen (18) workweeks. An employee with more than three (3) years of employment may not be granted any extended leave that would lengthen the employee's total time beyond twenty-six (26) workweeks.

The decision to grant Extended Leave is solely within the Organization's discretion. The Organization's decision to grant or deny this request may be grieved when action taken by the Organization causes immediate pecuniary loss.

Section 5(a). Purposes of Leave. The purpose of Extended Leave is to offer employees with two (2) or more years of service up to a maximum of six (6) months *total* leave, in any 12-month (rolling back) period, where an employee has exhausted all of his/her FMLA leave (whether paid or unpaid), any additional paid leave, and sick pool options, if applicable.

Section 5(b). Unpaid/Consecutive Leave. All Extended Leave shall be unpaid, and must be taken consecutively. Extended leave on an intermittent basis or through a reduced work schedule will be permitted, at the sole discretion of the Organization. The Organization's decision to grant or deny

this request may be grieved when action taken by the Organization causes immediate pecuniary loss.

Section 5(c). Relationship to FMLA And Other Paid Leave. The maximum amount of leave to which an eligible employee may be entitled (including all paid and unpaid FMLA leave, any additional paid leave, and sick pool benefits (if applicable), is six (6) months, depending upon the employee's tenure (as set forth above in this Section 5). All notice, certification, benefits and reinstatement provisions of the FMLA will apply to any Extended Leave provided by the Organization.

ARTICLE 23

BEREAVEMENT LEAVE

Staff who experience the death of a child, spouse, or domestic partner in the role of spouse shall receive up to twenty (20) days bereavement leave with pay, and the bereavement leave must be taken consecutively or intermittently within sixty (60) calendar days from the date of death. Staff who experience the death of a parent, spouse's parent, grandparent, great-grandparent, grandchild, sibling, or spouse's sibling shall receive up to five (5) days bereavement leave with pay, and the bereavement leave must be taken consecutively or intermittently within thirty (30) calendar days. Bereavement leave may not exceed twenty (20) days within a twelve (12) month period. Part-time staff will receive a pro rata share of bereavement leave.

ARTICLE 24

CIVIC LEAVE

Section 1. Jury Duty. Staff selected to serve on a jury or grand jury shall suffer no loss of pay for such service. Staff selected for jury duty while on vacation shall be allowed to take their vacation at a later date. It is the staff member's responsibility to notify management as soon as possible when an staff member is selected for jury duty. Any payment received by the staff member for jury duty will be retained by the staff member.

Section 2. Voting. Staff who are registered to vote shall be given up to one (1) hour off with pay in order to vote in any official election.

ARTICLE 25

UNPAID LEAVE OF ABSENCE

Section 1. The Organization recognizes that an employee may have reason to request a leave of absence, for travel, education, or other reasons, that would not qualify for Extended Leave (Article 45, Section 5). A leave of absence of up to three (3) months may be granted at the sole discretion of the Executive Director. If an individual has been employed by the Organization for more than five (5) years, an additional unpaid leave of absence of up to three (3) months may be granted at the sole discretion of the Executive Director. Requests for an unpaid leave of absence must be made in advance of the date leave is to begin, and the minimum amount of time in advance shall be commensurate with the length of the leave requested (for example, one month for one month of leave; 3 months for 3 months of leave). Denial of unpaid leave shall not be subject to grievance, mediation or arbitration procedures.

Section 2. During the first 30 calendar days of such unpaid leave the employee

shall continue all the benefits of full employment excluding only paid salary and employer paid retirement.

Section 3. After the 30th calendar day the employee will not accrue benefits, sick or vacation leave credits or seniority and the Organization will not pay employee insurance premiums but will maintain uninterrupted enrollment in insurance plans (to the extent permitted under applicable insurance policies and applicable law) if the employee pays the premiums as required.

Section 4. Failure to return from unpaid leave of absence is grounds for automatic termination unless such leave is extended in writing by the Executive Director.

Section 5. Leave taken as an unpaid leave of absence shall not constitute leave for purposes of the Family Medical Leave Act, unless so stated by the Organization.

ARTICLE 26

INSURANCE

Section 1. Group Health Insurance. The Organization understands that quality health insurance is the most important benefit it offers its staff and that, for some staff, maintaining quality health insurance for themselves and or their families may be as important as salary. The Organization will pay one hundred percent (100%) of all health insurance premiums for each staff member, subject to proration for part-time employees, so long as there is no decrease in the Organization's total funding and the premium per covered staff member rises during the insurance year of August 1, 2004 through July 31, 2005 to no more than one hundred and ten percent (110%) of the rate as of May 1, 2004; in insurance year August 1, 2005 through July 31, 2006 to no more one hundred and twenty-one percent (121%) of the rate as of

May 1, 2004, and in insurance year August 1, 2006 through July 31, 2007 to no more than one hundred and thirty-three percent (133%) of the rate as of May 1, 2004. The Organization's group health insurance shall include mental health parity as defined by state and federal law. Each year, when the Organization receives the health insurer's projected premium per covered staff member for the coming insurance contract, the Organization will meet with the Union to provide the Union with the information. If the Organization's total funding has decreased or if the projected increase in premium would exceed the stated limit, the Organization and the Union will attempt to reach agreement on the immediate course of action. Alternative courses of action may include, without limitation, obtaining group health insurance that offers reduced insurance benefits (i.e. higher deductible), or modifying this Agreement to reduce certain employee benefits (i.e. pension, training, etc.) and thereby increase the funds available for group health insurance. Notwithstanding the foregoing, if the Organization and Union cannot agree on an appropriate course of action prior to the time the Organization must act to secure continued coverage, the Organization shall obtain the best group health insurance policy that the Organization, in its discretion, determines it can obtain, taking into account its budget, any funds transfers within its budget that the Organization has authority to make unilaterally and chooses to make, and any modifications to this Agreement approved by the Union. If the Organization must secure health insurance in this manner, the Organization shall, within two (2) months of the effective date of the new health insurance contract, meet again with the Union to discuss long-term options for health insurance.

Section 3. Long Term Disability Insurance. The Organization will continue to provide long-term disability insurance for staff and will pay one hundred percent

(100%) of all premiums on such policies including any increase in such premiums during the life of the Agreement.

Section 3. Life Insurance. The Organization will provide life insurance at an amount equal to \$30,000 per staff member in coverage.

ARTICLE 27

PENSION PLAN AND OPTIONAL RETIREMENT PLANS

Section 1. Pension Plan. The Organization shall provide and maintain a pension plan with a minimum contribution of five and ½ percent (5.5%) through December 31, 2004, six percent (6%) from January 1, 2005 through December 31, 2005; six and ½ percent (6.5%) from January 1, 2006 through December 31, 2006, and seven percent (7%) from January 1, 2007 through May 31, 2007; of each eligible employee's salary from the Organization; provided, however, if the aggregate of Notices of Grant Awards for Federal Formula Grant Funds for a particular year is less than the prior years funding level, the contribution made by the Organization to the pension plan for such year will be reduced, on a dollar for dollar basis, by an amount equal to the dollar amount of the decrease in the Federal Formula Grant Funds from the prior years funding level, unless the Board of Directors of the Organization, in its sole discretion, elects to make part or all of the contribution for such year.

Section 2. The Organization shall continue to make available to employees optional retirement plans to be funded by discretionary employee contributions through payroll deductions.

ARTICLE 28

CAFETERIA PLAN

The Organization will maintain a staff pre-tax contribution "cafeteria" plan under the following conditions:

Section 1. The administrative costs of the cafeteria plan shall be covered as a part of payroll deductions at no cost to the Organization.

Section 2. The Organization shall institute such policies, procedures and plan approval requirements as are reasonable and necessary.

Section 3. Upon termination of employment for any reason other than death, any outstanding liabilities for payments made by the Organization but not covered by the staff member's salary deductions shall be deducted from the final paycheck(s) with the exception of cafeteria plan excess medical reimbursement.

ARTICLE 29

PROFESSIONAL LIABILITY INSURANCE AND PROFESSIONAL FEES

Section 1. Professional Liability Insurance. The Organization will maintain and will pay one hundred percent (100%) of all premiums and/or fees for professional liability insurance. The Organization will be responsible for paying any deductibles and/or initiation fees. The Organization will see that new staff are added to the professional liability insurance policies on a timely basis.

Section 2. Professional Fees. The Organization will pay one hundred percent (100%) of dues and/or maintain professional license, certification, or accreditation of staff when such are required for their position of employment as documented in the job description, i.e. for attorneys and certified public accountants. If not required, the

Organization will pay up to \$100 per year of dues and or fees for one work-related organization of exempt staff.

Section 3. Increases in Premiums and Fees. The Organization agrees to pay one hundred percent (100%) of any increases in the policy premiums and/or required professional fees during the life of this Agreement.

ARTICLE 30

TRAVEL EXPENSE REIMBURSEMENT

Section 1. The Organization will reimburse staff at the Applicable Mileage Rate per odometer mile for any work-related travel.

Section 2. The "Applicable Mileage Rate" means the following:
The Organization shall reimburse at the maximum allowable federal rates per mile for non-commuting mileage in CONUS (Continental United States). (41 CFR 301-10.303).

Section 3. The Organization will reimburse costs for toll fees, parking and approved conference registration costs.

Section 4. The Organization will reimburse actual least expensive available commercial fares by public carriers (including, after arrival at the destination, buses, metro, and cab) for approved travel.

Section 5. Staff will be reimbursed for actual rental car expenses if approved by the Organization in its sole discretion.

Section 6. The Organization will reimburse staff for receipted actual expenses for commercial lodging up to the CONUS rate.

Section 7. The Organization will reimburse for meals on a per diem basis at the CONUS rate for meals and incidentals ("M&IE") if an employee is outside the

base site for at least five (5) consecutive hours. The base site of employment is defined as the designated office of the staff member and area within a radius of 25 miles of the designated office. Each day is divided into 4 quarters of six hours each, beginning with the time the staff member departs their designated home site. Three or more hours will constitute a quarter.

Section 8. The Organization will pay the actual cost of lodging if it exceeds the CONUS rate only when a staff member is attending a required conference at which the room rate is higher and only when such attendance is approved in advance or is otherwise approved by the staff member's manager.

Section 9. The Organization will pay any taxes and fees on lodging or meals for which the Organization is not entitled to an exemption as a non-profit organization.

Section 10. The Organization will pay at the same rates set forth herein for any expenses required to provide drivers, aides, attendants or personal assistance for any staff members with disabilities who are required to travel.

Section 11. The Organization will pay such additional in and out of town costs as may be required to insure that staff members with disabilities may effectively discharge their approved duties.

ARTICLE 31

RELOCATION EXPENSES

Section 1. Payment of Moving Expenses. The Organization will pay selected moving expenses, within the allowances set forth in Section 2 below, for a current employee required by the Organization to transfer his or her full-time work location. The new work location must be beyond a reasonable commuting distance from the

employee's present residence. A reasonable commuting distance is defined as fifty (50) miles or less, one way. The Organization can, at its discretion, approve relocation expenses up to a maximum of \$2500 for any new staff member whose employment is considered invaluable to the Organization and when the new staff member would not consider the position without reimbursement of his or her required relocation. The Organization will not pay moving expenses for employees who elect to make a voluntary transfer.

Section 2. Limitations of Reimbursements. For a current employee whose move is required by the Organization as described in Section 1, the total moving expense for packing, unpacking, and shipment of household goods shall not exceed the following:

<u>Miles Relocated</u>	<u>Maximum Expense Limit</u>
0-50	No Allowances
51-250	\$ 4,000
251-500	\$ 4,500
500-750	\$ 5,000
750-1,000	\$ 5,500
over 1,000	\$ 6,000

Section 3. Allowable expenses. In addition to the amount set forth in Section 2 above, the Organization will pay for the following:

Section 3(a). Appropriate employee, employee's spouse/domestic partner in role of spouse (when traveling together) and dependent transportation from the former residence to the new location, including all reasonable costs of meals and lodging en route not to exceed four (4) days; provided however, the meals and lodging costs must be within the allowances set forth in Article 30 (Travel Expense Reimbursement) herein;

Section 3(b). All reasonable and necessary means of travel, either on a

commercial carrier (coach level), or an automobile allowance per odometer mile as reimbursed according to allowable mileage rates under the CONUS guidelines for up to two (2) vehicles actually driven to a new location;

Section 3(c). Premiums for insurance covering the shipment of goods;

Section 3(d). Employee expenses (reimbursed in accordance with the guide-lines set forth in Article 30 (Travel Expense Reimbursement)) for travel home, not more than twice, after transfer and before the family moves to the new permanent location;

Section 3(e). Travel expenses (reimbursed in accordance with the guidelines set forth in Article 30 (Travel Expense Reimbursement)) for an employee and spouse/domestic partner in the role of spouse for up to ten (10) days total while seeking a new residence, with a maximum of two (2) trips;

Section 3(f). All non-refundable deposits and/or fees for one line each for telephone, utilities and cable television service.

Section 3(g). Temporary lodging expenses that have been approved by the Executive Director (reimbursed in accordance with the guidelines set forth in Article 31 (Relocation Expenses)).

Section 4. Unallowable Expenses. The Organization will not pay for the following:

Section 4(a). Moving of perishables or large, bulky items such as trailers, recreational vehicles, automobiles, horses, house pets, boats, hobby equipment; and items for which an unusual amount of expense is incurred for insurance, safety, or protection - such as an extensive art collection. However, an exception will be made for a house trailer that will be the employee's permanent residence for at least six (6) months;

Section 4(b). Fees and other costs associated with acquiring a new home;

Section 4(c). A loss on the sale of a former home;

Section 4(d). Continuing mortgage principal and interest payments on a home being sold;

Section 4(e). Income taxes paid by an employee related to reimbursed relocation costs;

Section 4(f). Refundable fees or deposits;

Section 4(g). Any other relocation expense not specifically designated as allowable in Section 3 hereof.

Section 5. Miscellaneous Provisions Relating to Relocation.

Section 5(a). The Organization will provide an employee with not less than ninety (90) days written notice of a required transfer to a new work location.

Section 5(b). Any employee who receives relocation expenses is expected to remain in full time employment for at least one (1) year after the move.

Section 5(c). Employees who voluntarily terminate within twelve (12) months from the date of relocation will be required to refund to the Organization all expenses paid under this Article 31 (Relocation Expenses). At the discretion of the Organization such expenses will be deducted from final paycheck(s). Any remaining balances may be paid out over a twelve (12) month period.

Section 5(d). If the employee is terminated by the Organization for any reason other than gross misconduct within the twelve (12) months from the

date of relocation, the employee will be released of any refund liability of all expenses paid under this policy.

Section 5(e). The Organization will allow a maximum of up to five (5) paid days of leave to the employee to move.

ARTICLE 32

OUTSIDE EMPLOYMENT, CONSULTING AND HONORARIA

Section 1. Employees, full or part-time, may accept outside employment or consulting assignments unless the Executive Director or the Executive Director's designee determines that one of more of the following three conditions has not been satisfied.

Section 1(a). Outside employment shall not interfere with the efficient performance of the employee's duties of the Organization's operations.

Section 1(b). Such employment shall not constitute a conflict of interest with the employee's duties or the Organization's activities.

Section 1(c). Such employment shall not occur during the employee's working hours unless the employee is on a leave of absence without pay or is on vacation.

Section 2. Approval for outside employment or consulting must be obtained from the employer's manager and the Executive Director prior to the commencement of other employment. If the Executive Director or the Executive Director's designee determines that any one of the three conditions has not been met, the employee may not accept the other employment, or may not continue in employment with the Organization unless he/she leaves the other employment or corrects the non-

compliance. If there is a disagreement over whether the three criteria in this Section 1 have been met, the Executive Director shall review the decision of the Executive Director's designee. Neither the final decision of the Executive Director nor the Executive Director's designee shall be subject to grievance, mediation or arbitration.

Section 3. Approval to keep any honoraria paid to a staff member for speaking or training must be obtained from the employer's manager and the Executive Director. The staff member will be permitted to retain one hundred percent (100%) of any honoraria if the Executive Director or the Executive Director's designee determines that acceptance of the honoraria does not constitute a conflict of interest with the staff member's duties or the Organization's activities and the staff member takes vacation leave or flex time for the time involved. Neither the final decision of the Executive Director nor the Executive Director's designee shall be subject to grievance, mediation or arbitration. Staff shall not solicit any honoraria for training or speaking engagements.

DISPUTE RESOLUTION

ARTICLE 33

GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a complaint, reduced to writing, by an employee or group of employees covered by this Agreement, or by the Union claiming that the Organization has violated a provision(s) of this Agreement, or that the employee's rights under this Agreement have been violated. The written grievance shall describe the specific violations alleged, include specific name(s) of employees on whose behalf the grievance is filed, and include the specific remedy

sought.

Section 2. The Organization and employees shall endeavor to address and resolve complaints prior to accessing the formal grievance procedure.

Section 3. Any grievance not presented or appealed within the time limits as set forth in this Agreement shall be deemed waived unless the time limits are extended in writing by mutual consent of the Organization and the Union or the employee or Union demonstrates good cause as to why the grievance was not presented or appealed on a timely basis. "Good cause" means that (1) the grievant or the grievant's union representative was prevented from submitting the grievance by absence or incapacity that exceeded 3 days or that occurs on the last day of the time limit or (2) management misstated, in writing, the time limit to grieve. "Good cause" does not include forgetting to file or miscalculating the deadline. "Good cause" based on absence or incapacity extends the time limit only by the number of days of absence or incapacity. "Good cause" based on management's written misstatement of a time limit extends the time limit to the misstated time limit. The existence of "good cause" and the length of any extension may be arbitrated if the underlying grievance is eligible for arbitration.

Section 4. Failure of the Organization to meet with or respond in writing to the Union at any step of the grievance procedure on any grievance, within the time limits as set forth in this Agreement, shall be considered a default of the grievance unless the time limits are extended in writing by mutual consent of the Organization and the Union due to extraordinary circumstances or the Organization demonstrates extenuating circumstances, e.g., illness or pre-approved vacation. In the event the Organization defaults on a grievance, the Union may appeal the grievance to the next level of the grievance procedure within the specified time limits from the date of

default.

Section 5. Within twelve (12) days from the date the Union and/or employee knew or should have known of an occurrence on which a grievance could be based, the union or employee must either (1) request in writing an informal meeting with his/her manager (and in the request the employee must notify his/her manager of the reason for the meeting) or (2) submit a written grievance to the employee's manager. Moreover, at the direction of the employee, the union representative may request in writing an informal meeting with the employee's manager.

Section 6. When an informal meeting is requested, an employee's manager shall meet with the employee, and his or her union representative if requested, within five (5) days of the request to discuss the complaint. If the complaint is not resolved at the informal meeting, the employee has 5 days from the date of the informal meeting to submit a written grievance to the employee's manager.

Section 7. Upon receipt of the grievance, the employee's manager shall schedule a meeting with the Union to occur within ten (10) days to discuss the grievance. The meeting time, place, and date shall be set by mutual agreement between the employee's manager and the Union steward that is representing the employee (the "Union representative"). The employee's manager shall answer the grievance in writing within ten (10) days from the date of the meeting.

Section 8. In the event the grievance is not resolved under Section 7, the Union may appeal the grievance to the executive director of the Organization (the "Executive Director"). The grievance appeal must be in writing and must be appealed within ten (10) days after the date the Organization's written answer under Section 7 is received by the Union. Upon receipt of the grievance, the Executive Director shall schedule a meeting with the Union to occur within ten (10) days to discuss the

grievance. The meeting time, place, and date shall be set by mutual agreement. The Executive Director shall answer the grievance in writing within ten (10) days from the date of the meeting.

Section 9. In the event the grievance is not resolved under this Section 8, the grievance, if qualified, may be appealed to mediation within ten (10) days from the receipt of the Executive Director's answer in writing. Grievances that qualify for mediation must be appealed to mediation prior to being appealed to arbitration unless mutually waived by both the Organization and the union.

Section 10. If a grievance qualifies for mediation and is unresolved in mediation, the Union may appeal the grievance to arbitration within twenty (20) days from the date of the mediation hearing decision.

Section 11. If a grievance does not qualify for mediation, the Union may appeal the grievance to arbitration within twenty (20) days from the receipt of the Executive Director's answer.

Section 12. For alleged violations of this Agreement directly by the Executive Director, the employee or the union must submit a written grievance to the chair of the Board of Directors within twelve (12) days from the date the grievant knew or should have known of an occurrence on which a grievance could be based. "Directly by the Executive Director" means the alleged violation arises from the Executive Director's words or behavior. Notwithstanding the foregoing, "directly by the Executive Director" does not include the Executive Director's action, inaction, deliberation or decision regarding a grievance appealed to the Executive Director, the Executive Director's review of any action taken by a subordinate manager, the discharge of an employee, or the Organization's determination of "gross misconduct." The Board of Directors shall designate one or more Board members to decide the

grievance. The Board members designated may set a meeting with the grievant and or the grievant's representative, in which case the meeting times, places, and dates shall be set by mutual agreement of the parties. Within 21 calendar days of receipt of the grievance, the Board of Directors shall answer the grievance in writing. If the grievance is not resolved by the Board's answer, the grievant may proceed in the manner and within the time frames specified in these Sections 9-11.

Section 13. Grievance meetings shall be heard at times mutually agreeable to the grievant's manager and the Union representative (after the Union representative has consulted with and notified his/her manager).

Section 13(a). Union representatives and the grievant, not to exceed two (2) such persons at the meetings under Sections 7 and three (3) such persons at the meeting under Section 8 or Section 12, shall suffer no loss of pay while attending grievance meetings.

Section 13(b). The grievant may be represented by a Union steward from the same or different region. The travel time a Union steward spends traveling to and from a grievance will be compensated for by the agency unless the Union steward has handled more than two (2) consecutive grievances within a twelve (12) month period. The Union shall provide the Organization with an updated list of Union representatives at least annually.

Section 13(c). The Union and the Organization agree that, as a cost-saving measure, meeting by teleconference may be preferable to having participants travel. Where a Union representative does travel to attend a grievance meeting or to administer or investigate a grievance, the Union representative shall be granted reasonable travel time without loss of pay.

Section 13(d). Designated Union representatives shall be allowed

reasonable time to review files on the subject matter of the grievance and to talk to managers and employees or probationary employees having knowledge of the subject matter of the grievance without loss of pay to anyone involved in the investigation. Time and dates of the investigations shall be mutually agreed to by the Union representative and each employee's manager.

Section 13(e). Paid and unpaid time during work hours for union representatives under this section is subject to the limits set forth in Article 5 (Union Status and Rights) - Sections 2 and 4.

Section 14. The Organization shall not adjust or attempt to adjust a grievance once it has been reduced in writing without giving the Union the opportunity to be present.

Section 15. Once each quarter the Executive Director or the Union may request a meeting to review grievances that have been appealed to arbitration in an effort to resolve the cases. This meeting is designed as a problem solving meeting and is not a part of the formal grievance procedure. The meeting shall be requested in writing from one party to the other and the date, time, and place shall be by mutual agreement.

Section 16. It is the intent of both parties that grievances filed shall be processed with sincerity and dispatch.

ARTICLE 34

MEDIATION AGREEMENT

Section 1. The Organization and the Union agree to enter into this mediation procedure in conjunction with the current formal grievance procedures found in Article 33 (Grievance). The following procedure shall govern mediation, and the

steps in the mediation procedure will be as follows:

Section 1(a). Submission to mediation shall be made in writing to the Executive Director or his designated representative within ten (10) days of the date of the final determination of the grievance by the Executive Director or Board designee.

Section 1(b). Within ten (10) days of the Organization's receipt of the Union's request for mediation, the parties will establish a mutually agreeable date for a mediation conference (the "Mediation Conference").

Section 1(c). A mediator from an agreed-to panel shall be assigned to mediate cases in rotating order designated by the parties. If a mediator is not available within ten (10) days after receiving an assignment, the case will be passed to the next mediator. If no one can hear the case within ten (10) days, the case will be assigned to the mediator who can hear the case on the earliest date. Time limits for arbitration specified in Article 35 (Arbitration) begin with the date the mediation is completed, or the date that mediation is mutually waived.

Section 2. Formal grievances that qualify for mediation shall be limited to (a) the suspension of an employee, (b) the discharge for just cause of any employee eligible to file a grievance, or (c) any other grievance mutually agreed by the parties to be heard in mediation.

Section 3. All written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the Mediation Conference. The mediator, however, may retain one copy of the written grievance to be used solely for purposes of statistical analysis.

Section 4. Mediation proceedings shall be informal in nature. The presentation of evidence, although not limited to that presented in the grievance proceedings, must

involve the issue(s) discussed in the grievance process. The rules of evidence need not apply.

Section 5. The mediator may meet separately with any person or persons present, but may not mandate the resolution of the grievance.

Section 6. The Organization and Union spokesperson at the Mediation Conference may accept the resolution proposed by the mediator and the settlement or any other settlement resulting from the conference shall not be precedent-setting.

Section 7. If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided. The mediator shall state the grounds for the advisory opinion. The mediator's advisory opinion is non-binding, unless both parties agree to the contrary.

Section 8. In the event that a mediated grievance is subsequently arbitrated, no person serving as a mediator for the Organization and CWA may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the Mediation Conference shall not be referred to at the arbitration hearing or cited in any written or oral briefs.

Section 9. The parties shall use in the first instance the mediator from the American Arbitration Association (AAA) and agree to abide by the practices followed by the AAA in selecting mediators. Thereafter, the parties may continue, by mutual agreement, to use the AAA representative or shall use, on a rotating basis, any of ten mediators agreed to by the parties. Each mediator shall serve until the termination of this Agreement unless terminated earlier by 30 calendar days' written notice from either party to the other. Mediators shall be notified of termination by a joint letter from the parties. The mediator may conclude his or her services by

completing any Mediation Conference previously scheduled. A successor mediator shall be selected by the parties.

Section 10. The Organization and the Union will each select its own spokesperson.

Section 11. The Mediation Conference will normally be attended by the Organization spokesperson, the Union spokesperson, and any additional people requested by either party to resolve the grievance.

Section 12. The Organization and the Union will each pay for the time and expense of their respective representatives in conjunction with the Mediation Conference. Union representatives and the grievant shall be allowed to take available vacation, flextime, or compensatory time to travel to and attend the mediation conference. The remaining costs associated with the mediation will be shared equally by the parties.

ARTICLE 35

ARBITRATION

Section 1. If a grievance is not settled or resolved under Article 33 (Grievance), the Union shall have the right to take the grievance to arbitration before a neutral third-party arbitrator in accordance with the procedures herein. In accordance with AAA Section 7, the Union must give the Executive Director written notice of its intent to proceed to arbitration within twenty (20) days after final denial of the grievance under Article 33 (Grievance) or, if the grievance qualifies for mediation, within twenty (20) days after completion of the mediation process. Also within twenty (20) days after final denial of the grievance or after completion of the mediation process, whichever is applicable, the Union shall provide, in accordance

with AAA Section 7, copies of its notice of intent to arbitrate to the AAA Dallas Regional Office. Failure to timely provide the notices required by this section constitutes waiver of the grievance.

Section 2. Consistent with AAA Rule 15, proceedings under this Article shall be submitted to a single arbitrator.

Section 3. The arbitrator shall be confined to the subjects submitted for decision and may in no event as a part of any such decisions impose upon either party any obligation to arbitrate any subjects that have not been agreed upon as subjects for arbitration, nor may he/she as a part of any such decision effect reformation of this Agreement or otherwise alter any of its provisions.

Section 3(a). In rendering the decision, the arbitrator shall be confined to the specific issue and to the matters set forth in the grievance presented.

Section 3(b). The arbitrator shall not possess authority to assess damages or punitive payments against either party to the other.

Section 3(c). Unless otherwise specifically restricted by the terms of this Agreement, the arbitrator shall have authority to include in the order an award for money restitution to any employee, or employees, when improper payment or failure to make proper payment is a point at issue in the specific complaint. In making any such award for restitution, however, the arbitrator will follow the "make whole" concept and no more.

Section 3(d). The decision of the arbitrator shall be rendered without delay and shall be final and binding on both parties. However, the arbitrator shall not be vested with the power to change, add to, modify, or alter the terms of this Agreement. The arbitrator's failure to abide by this standard renders such decision null and void. The expenses of the arbitrator shall be borne

equally by the Organization and the Union with each party to be responsible for its own expenses in presenting its own case.

Section 3(e). Where the grievant is employed by the Organization as an attorney, the panel members must be licensed to practice law, unless the parties agree otherwise. Either party reserves the right to request a second list. Consistent with AAA Rule 19, the matter shall be heard by the arbitrator at the earliest possible date. Neither party will take any steps that unduly delays selection of an arbitrator and having the grievance heard. The selection, and all arbitration proceedings, shall be in accordance with the rules of the AAA. Union representatives and the grievant shall be allowed to take available vacation, flextime or compensatory time to travel to and attend the arbitration conference.

Section 3(f). Nothing contained in this Agreement shall compel the Organization to arbitrate any grievance that arises after the expiration of this Agreement.

LEGAL EFFECT

ARTICLE 36

SEVERABILITY

Section 1. If any provision or part thereof of this Agreement is found to be in conflict with applicable federal or state law or regulation, or grant requirement, the provision shall be deemed to be in effect only to the extent permitted by such law, regulation, grant or requirement. In the event any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force

and effect, and the parties shall resume negotiations solely on the issue of the provision rendered inoperative.

Section 2. In the event that a provision of this Agreement is thus rendered inoperative under this Section 1, the Organization shall immediately forward to the Union a copy of the notice of modification along with the sections of this Agreement affected, and a proposal on modified language for the affected sections.

ARTICLE 37

DURATION OF AGREEMENT

Section 1. This Agreement shall become effective on June 1, 2004 and shall remain in full force and effect up to and including May 31, 2007; provided, however, if, on May 31, 2007, a new Agreement has not been completed, and the Organization and Union are engaged in good faith bargaining towards the completion of a new Agreement, then this Agreement shall be extended until the earlier of (a) the date on

which a new Agreement is executed, or (b) the date on which either party notifies the other that this Agreement is to be terminated.

EXECUTED in duplicate originals on this ____ day of ___, 2004.

ADVOCACY, INC.

By: _____

Name: Julian Rivera

Title: Chair, Advocacy, Inc. Board of Directors

**COMMUNICATIONS WORKERS
OF AMERICA, LOCAL NO. 6182**

By: _____

Name: Elva Cardenas

Title: President

**COMMUNICATIONS
WORKERS OF AMERICA**

By: _____

Name: _____

Title: _____

June 16, 2004

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Collective Bargaining Agreement 2004
APPENDIX A

All salary adjustments are based on full-time, 40 hour-per-week work. For those who are part-time, the adjustment will be reduced proportionality. For example, a stated adjustment of \$2,000 for a 30-hour-per-week employee is actually a \$1,500.

Employee #	Adjustment
4151	+\$ 2,500
7212	+\$ 2,500
5131	+\$ 2,500
1072	+\$ 2,000
1081	+\$ 1,500
5039	+\$ 1,300
7070	+\$ 1,300
4074	+\$ 1,300
6128	+\$ 1,000
5092	+\$ 1,000
2071	+\$ 1,000
3112	+\$ 1,000
4077	+\$ 1,000
5133	+\$ 600
4115	+\$ 600
3242	+\$ 600
4143	+\$ 500
4002	+\$ 500
5189	+\$ 1,000
2116	+\$ 1,000
1109	+\$ 1,000
4078	+\$ 1,300
3161	+\$ 2,000
6154	+\$ 1,017
3076	+\$ 7,250
2093	+\$ 2,000
5203	+\$ 2,000
4148	+\$ 2,500
1213	+\$ 3,000
1192	+\$ 1,500
1176	+\$ 1,500

**Collective Bargaining Agreement 2004
APPENDIX B**

**ADVOCACY, INCORPORATED
Payroll Deduction for Union Dues and Initiation Fee**

Employee Name		Social Security #	
Street Address			
City, State, Zip			
Unit/Region		Office Location(City)	

I hereby authorize Advocacy, Inc. to deduct 1.3% of my wages from each paycheck as membership dues of the Communication Workers of America, AFL-CIO, and to forward those deductions to the appropriate Union officials.

I agree and understand that this authorization shall be irrevocable for the period of one year from the date of this authorization or until expiration of the Agreement between Advocacy, Inc. and Communication Workers of America, whichever first occurs. However, I further understand and agree that I may revoke this authorization after the period of one year and before the Agreement has expired by giving written notice to the Agency, with a copy to the Union, not more than 40 calendar days nor less than 25 calendar days prior to the anniversary date of the Agreement. I also understand and agree that the aforementioned provisions are applicable to any dues increase during such period.

It is understood and agreed that neither Advocacy, Inc. nor any of its officers or agents, assumes any responsibilities in connection with this authorization except that of making deductions and forwarding them to the Union. No liability is assumed by the Agency, its officers or agents by virtue of the Agency honoring this assignment, nor is any liability assumed for any loss by action of the named Union or its officers.

This authorization supercedes and cancels any previous authorization executed by me for deduction of Union dues. This authorization is also an application for membership in Communication Workers of America and Local 6182.

Signature	Date

*****PAYROLL*****

Received by: _____

Date Received _____ First Deduction Date: _____

June 16, 2004

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